

MEMORANDUM OF UNDERSTANDING INTERNATIONAL
BETWEEN
HEADQUARTERS FIFTH AIR FORCE
UNITED STATES AIR FORCE, YOKOTA AIR BASE, JAPAN
AND
GOVERNMENT OF JAPAN
MINISTRY OF LAND, INFRASTRUCTURE, AND TRANSPORT
CIVIL AVIATION BUREAU
DEFINING RESPONSIBILITIES FOR THE TRAINING OF CIVIL AVIATION BUREAU, JAPAN
AIR TRAFFIC CONTROLLERS IN OKINAWA APPROACH CONTROL

05 - 09

I. AUTHORITY TO ENTER INTO AGREEMENT. Pursuant to authority of the Joint Committee through its Civil Aeronautics Subcommittee (CAS), Article VI of the Status of Forces Agreement (SOFA), Annex 1 and 2 of the 1952 Agreement Relating to Air Traffic Control, the 1972 Okinawa Air Traffic Control Agreement and the 1975 Agreement Relating to Air Traffic Control the following agreement is entered into by representatives of the Government of Japan (GOJ) and the United States Government (USG).

II. GENERAL PURPOSE OF AGREEMENT. The purpose of this agreement is to establish the authority for necessary preparations and training for the transfer of Okinawa Approach Control operations from the USG to GOJ.

III. MUTUAL RESPONSIBILITIES.

- A. The local commanders of USAF's 18th Wing Kadena Air Base (AB), and the Administrator, Naha Airport Office, Osaka Regional Civil Aviation Bureau, Japan (JCAB) will coordinate the details for implementing this memorandum. Additionally, they shall establish procedures for training and operations by stipulating details in future implementing arrangements.
- B. The obligations of each participant under this MOU are subject to the availability of funds for those purposes.

IV. SPECIFIC RESPONSIBILITIES OF UNITED STATES AIR FORCE (USAF). USAF shall:

- A. Provide five qualified Department of Defense civilian (GS-2152) Air Traffic Controllers as leads for the reversion process.
- B. Permit JCAB controllers to train in Okinawa Approach Control operations at the Kadena AB Radar Approach Control (RAPCON) facility. Accept additional JCAB controllers for training as mutually agreed in writing.
- C. Provide training to JCAB controllers utilizing regulatory guidance, standards and procedures stipulated by the Federal Aviation Administration (FAA), International Civil Aeronautical Organization (ICAO) and the Air Force Instructions.
- D. Provide specialized operations security (OPSEC) and communications security (COMSEC) training and documentation in accordance with current USAF regulations and standards.
- E. Direct the duties of JCAB controllers only in those matters concerning the Air Traffic Control (ATC) mission (to include duty scheduling and adherence to crew rest requirements defined in USAF Instructions).
- F. Procure computers to provide computer based ATC training/instruction and aid in the processing of training documentation and related items. Install these computers, procure and provide all necessary warranty and servicing agreements as well as provide all required hardware and system software.

- G. Procure and install ATC radar simulation software on the JCAB acquired computer systems described below in section V, paragraph J.
- H. Provide technical assistance in the development and preparation of future procedural agreements that may be required for the training and transfer of control of Okinawa Approach Control. These agreements may include but not be limited to the following areas: local airport flying procedures, airspace and associated ATC patterns for airports located on Okinawa and coordination between Okinawa Approach Control and other agencies on Okinawa.
 - I. Provide JCAB with office space for administrative and training functions.
 - J. Provide routine maintenance, repair, custodial services and fire protection.
 - K. Provide utilities to include electricity, water, sewage, heat and garbage/trash, on a fully non-reimbursable basis.
 - L. Prepare and forward a monthly list of required supplies, equipment, or services to be performed by JCAB.
 - M. Provide standards and directives associated with personnel conduct, fire protection, safety and security training and procedures which JCAB personnel are required to comply.
 - N. Grant entry to Kadena AB to approved JCAB personnel and visitors in accordance with procedures established by 18 WG Chief of Security Forces.

V. SPECIFIC RESPONSIBILITIES OF JCAB. JCAB shall:

- A. Provide at least forty two JCAB controllers for training and one JCAB Training Coordinator. Ensure all assigned JCAB controllers are medically qualified and meet formal training requirements for ATC duty.
- B. Ensure all JCAB controllers possess a terminal radar approach control certificate in accordance with JCAB regulation.
- C. Ensure all JCAB controllers provide a copy of medical clearance.
- D. Ensure all JCAB controllers become familiar with the provisions of USAF Instructions pertaining to hours of duty. Ensure JCAB controllers are not assigned additional non-ATC duties that would conflict with those provisions.
- E. Not remove JCAB controllers from RAPCON without prior coordination with USAF officials. Except for unsatisfactory performance or events beyond the control of the parties, JCAB will not remove controllers from the Kadena RAPCON prior to their obtaining a full facility certification or position certifications. JCAB will also ensure that all controllers maintain proficiency in all certified positions at the Kadena RAPCON with live traffic until reversion.
- F. Ensure all coordination from JCAB shall be accomplished through the JCAB Training Coordinator.
- G. Provide additional JCAB controllers for training in accordance with the recommendation of JCAB Controller Joint Training Review Board, if required.
- H. Ensure JCAB controllers are adequately equipped with English language skill necessary to provide ATC service in accordance with ICAO standards.
- I. Ensure JCAB controllers and the JCAB Training Coordinator do not divulge information gained in the course of their duties, consistent with the GOJ National Public Service Personnel Law Article 100 (Duty to Observe Secrecy). The same shall apply even after separation from the position.
- J. Procure computers to function as ATC radar Simulators. Install these computers, procure and provide all necessary warranty and servicing agreements as well as provide all required hardware and operating system software.

- K. Provide technical assistance in the development and preparation of future procedural agreements that may be required for the training and transfer of control of Okinawa Approach Control. These agreements may include but not be limited to the following areas: local airport flying procedures, airspace and associated ATC patterns for airports located on Okinawa and coordination between Okinawa Approach Control and other agencies on Okinawa.
- L. Provide required supplies, equipment, and services identified by the USAF per section IV, paragraph L above.
- M. Identify to the USAF the name of the JCAB official who shall be responsible for the conduct of all personnel invited by JCAB on Kadena AB and will take appropriate action to resolve and redress any incident caused by JCAB employees.

VI. PROPERTY.

- A. Upon termination of this agreement each side agrees to retain ownership and accountability of their own equipment and materials provided for the execution of this agreement.
- B. Ownership and access to all intellectual property shall be controlled by USAF and governed by applicable US AFI's. Furthermore, intellectual property may not be copied, reproduced or removed from RAPCON (Building 3417, Kadena AB) without prior written approval of Commander, Headquarters 5th Air Force (5AF/CC).

VII. CLAIMS. Claims arising between the two parties of this agreement shall be controlled by Article XVIII of the United States of America and Government of Japan Status of Forces Agreement (SOFA).

VIII. DISPUTES. Disputes shall be resolved via coordination with the Director General, Air Traffic Services Department, JCAB and the Commander, 605 Air Operations Squadron, Headquarters 5th Air Force.

IX. TEXT. This agreement shall be written in English, and any interpretations or disputes will use the English version.

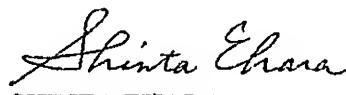
X. REVIEW AND MODIFICATION. Revision and modification of this agreement shall be accomplished by mutual consent of both parties concerned.

XI. EFFECTIVE DATE AND DURATION. This agreement will become effective upon the date of the final signature of the representatives of USAF and JCAB that have been affixed hereunto and will remain in effect until the transfer of responsibility for Okinawa Approach Control operations from the USG to the GOJ is completed. Either party may, upon 14 days written notification to the other party, cancel this agreement.



JAN-MARC IOUAS
Brigadier General, USAF
Commander, 18th Wing

Date: 5 Dec 04



SHINTA EHARA
Director, Air Traffic Control Division
Civil Aviation Bureau, MLIT, Japan

Date: 30 Nov 2004